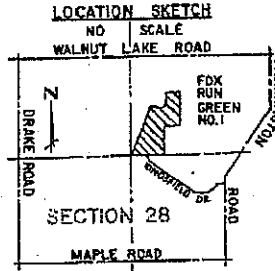


FOX RUN GREEN NO. 1

SHEET 1 OF 2 SHEETS

A PART OF THE NORTHEAST 1/4 OF SECTION
28, T. 2 NORTH, R. 9 EAST
WEST BLOOMFIELD TOWNSHIP, OAKLAND
COUNTY, MICHIGAN

SCALE: 1 INCH=100 FT.



PLAT LEGEND

All side lines of lots fronting on curvilinear street lines are radial thereto unless otherwise noted as [N.B.]

All dimensions are shown in feet

All curvilinear dimensions are shown along the arc

All bearings are in relation to the "True Meridian" based on solar observations

The symbol "x" indicates a concrete monument

All lot markers are 1/2" iron bars and are 18" long

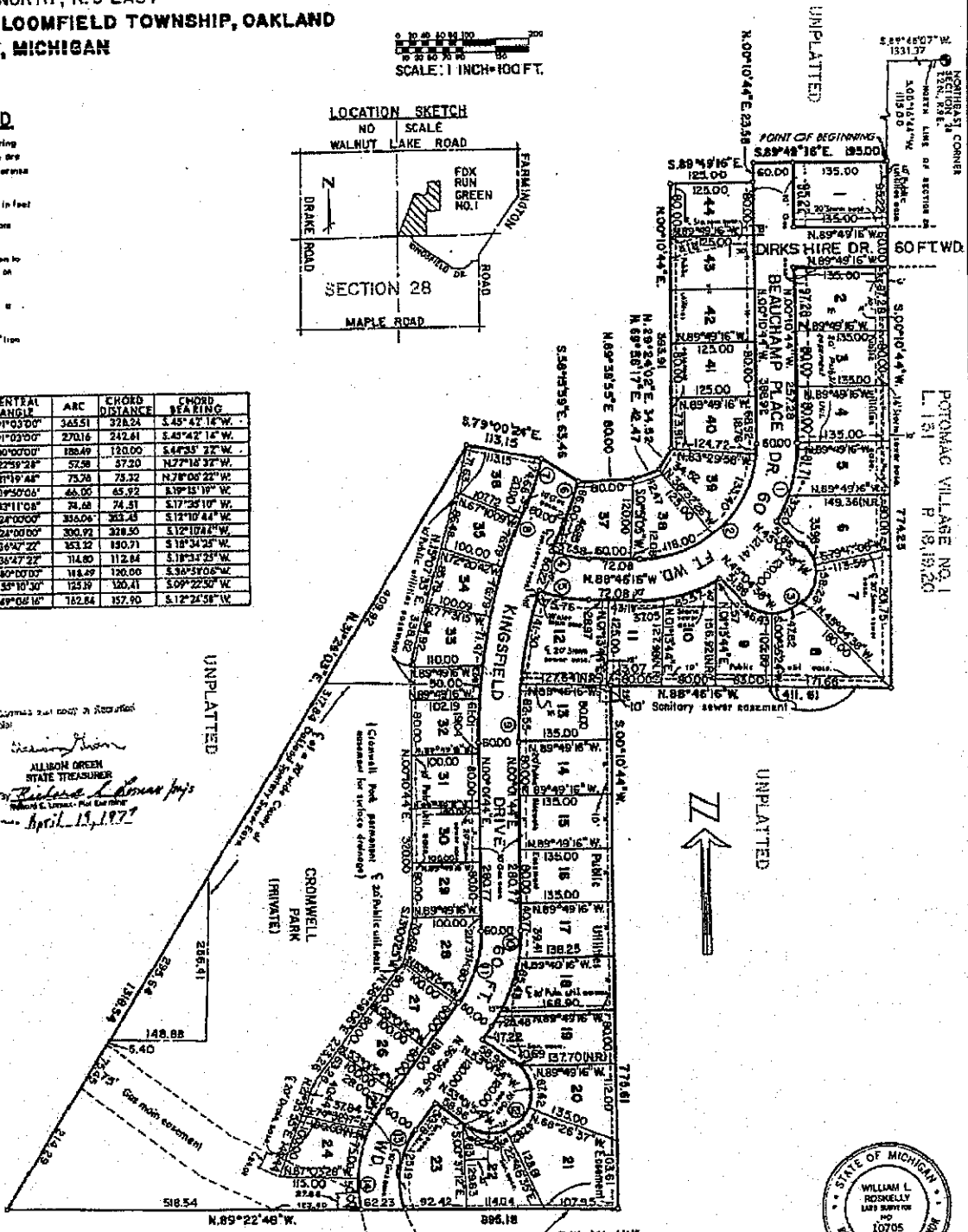
CURVE	RADIUS	CENTRAL ANGLE	ARC	CHORD DISTANCE	CHORD BEARING
1	230.00	91°03'00"	345.51	323.24	S. 45° 47' 14" W.
2	170.00	71°03'00"	270.16	242.41	S. 44° 42' 14" W.
3	60.00	180°00'00"	188.49	120.00	S. 44° 35' 27" W.
4	143.50	22°59'24"	52.58	57.30	N. 77° 16' 37" W.
5	203.50	21°19' 48"	73.78	78.32	N. 73° 00' 22" W.
6	384.50	09°50'08"	66.00	65.92	S. 19° 13' 19" W.
7	324.50	13°11'08"	74.48	74.51	S. 17° 25' 10" W.
8	650.00	2°00'00"	316.06	313.43	S. 14° 10' 44" W.
9	790.00	2°00'00"	300.97	378.50	S. 12° 10' 44" W.
10	218.79	3°44' 22"	153.12	150.71	S. 18° 34' 29" W.
11	178.79	3°44' 22"	114.80	112.64	S. 18° 34' 29" W.
12	60.00	180°00'00"	119.49	120.00	S. 36° 59' 06" W.
13	130.00	3° 10' 30"	125.19	120.41	S. 09° 22' 30" W.
14	190.00	4° 06' 18"	162.64	157.90	S. 12° 24' 58" W.

Approved and attested in testimony whereof I have hereunto set my hand and the seal of the State of Michigan at Lansing, Michigan, this 15th day of April, 1927.

ALLISON GREEN
STATE TREASURER

Basney & Smith Inc.
Detroit, Michigan
April 15, 1927

POTOMAC VILLAGE NO. 1
L. 131
P. 18, 19, 20



STATE OF MICHIGAN
WILLIAM L. ROSSNELL
LAST SURVIVE
NO 10705
REGISTERED LAND SURVEYOR

BASNEY & SMITH INC.
CIVIL ENGINEERS &
LAND SURVEYORS
DETROIT, MICHIGAN

LIBER PAGE

FOX RUN GREEN NO. 1

SHEET 2 OF 2 SHEETS

A PART OF THE NORTHEAST 1/4 OF SECTION 28, T. 2 NORTH, R. 9 EAST
WEST BLOOMFIELD TOWNSHIP, OAKLAND COUNTY, MICHIGAN

PROPRIETOR'S CERTIFICATE

Pulte Homes of Michigan Corporation, a corporation duly organized and existing under the laws of the State of Michigan by William J. Pulte, President and Ronald G. Smith, Vice President, as represented on this plat and that the streets are for the use of the public and any future contiguous plats where title is traceable to the proprietors of this plat; that the public utility easements are private easements and that all other easements are for the uses shown on the plat.

WITNESSES

William E. Smith
Maurice E. Smith
James Finaster
James Finaster

PULTE HOMES OF MICHIGAN CORPORATION

A Michigan Corporation
6400 Farmington Road
West Bloomfield, MI 48091
William J. Pulte, President
Ronald G. Smith, Vice President

ACKNOWLEDGMENT

State of Michigan) as
County of Oakland)

Personally came before me this 17th day of SEPT, 1976, William J. Pulte, President and Ronald G. Smith, Vice President of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such president and vice president of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said corporation, by its authority.

My Commission expires
10/1/77

William E. Smith, Notary Public,
Maurice E. Smith, County, Michigan

PROPRIETOR'S CERTIFICATE

The Evening News Association, a corporation duly organized and existing under the laws of the State of Michigan by Richard M. Spitzley, Vice President and James T. Derris, Executive Vice President, as represented on this plat and that the streets are for the use of the public and any future contiguous plats where title is traceable to the proprietors of this plat; that the public utility easements are private easements and that all other easements are for the uses shown on the plat.

WITNESSES

Rachel C. Woods
Rachel C. Woods
George W. Zim
George W. Zim

THE EVENING NEWS ASSOCIATION

A Michigan Corporation
515 W. Lafayette
Detroit, MI 48211
Richard M. Spitzley, Vice President
James T. Derris, Executive Vice President

ACKNOWLEDGMENT

State of Michigan) as
County of Oakland)

Personally came before me this 17th day of SEPT, 1976, Richard M. Spitzley, Vice President and James T. Derris, Executive Vice President of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Executive Vice President of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said corporation, by its authority.

My Commission expires
10/1/77

William E. Smith, Notary Public,
Maurice E. Smith, County, Michigan

BASNEY & SMITH INC.
CIVIL ENGINEERS &
LAND SURVEYORS
DETROIT, MICHIGAN

SURVEYOR'S CERTIFICATE

I, WILLIAM L. ROSKELLY, Surveyor, certify:

That I have surveyed, divided and mapped the land shown on this plat, described as follows: "FOX RUN GREEN NO. 1" part of the N.E. 1/4 of Section 28, T. 2 N., R. 9 E., West Bloomfield Township, Oakland County, Michigan, comprising Lots 1 thru 46, both inclusive, and one Private Park, described as beginning at a point, said point being S. 89 degrees 48 minutes 07 seconds W. 1331.37 feet along the North line of Section 28, and S. 00 degrees 16 minutes 44 seconds W. 1115.00 feet from the Northeast corner of said Section 28, T. 2 N., R. 9 E., and proceeding thence S. 00 degrees 16 minutes 44 seconds W. 774.25 feet; thence N. 88 degrees 46 minutes 16 seconds W. 411.61 feet; thence N. 00 degrees 10 minutes 44 seconds W. 775.61 feet; thence N. 89 degrees 23 minutes 48 seconds W. 895.18 feet; thence N. 31 degrees 26 minutes 03 seconds E. 1318.54 feet; thence S. 79 degrees 00 minutes 24 seconds E. 113.15 feet; thence S. 58 degrees 15 minutes 59 seconds E. 83.46 feet; thence N. 89 degrees 36 minutes 55 seconds E. 80.00 feet; thence N. 69 degrees 56 minutes 17 seconds E. 42.87 feet; thence N. 29 degrees 24 minutes 03 seconds E. 39.52 feet; thence N. 00 degrees 10 minutes 44 seconds E. 393.91 feet; thence S. 89 degrees 49 minutes 16 seconds E. 125.00 feet; thence N. 00 degrees 10 minutes 44 seconds E. 23.58 feet; thence S. 89 degrees 49 minutes 16 seconds E. 195.00 feet to the point of beginning; Containing 30.497 acres.

That I have made such survey, land-division and plat by the direction of the owners of such land. That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it.

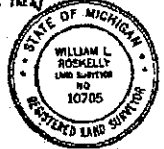
That the required monuments and lot markers have been located in the ground or that surety has been deposited with the municipality as required by Section 125 of the Act.

That the accuracy of survey is within the limits required by Section 126 of the Act.

That the hearings shown on the plat are expressed as required by Section 126 (3) of the Act and as explained in the legend.

DATE SEPT 16, 1976

William L. Roskelly
William L. Roskelly, Registered Land Surveyor 10705
President of Basney & Smith, Inc.
25200 W. Six Mile Road
Detroit, MI 48240



COUNTY TREASURER CERTIFICATE

The records in my office show no unpaid taxes or special assessments for the five years preceding SEPT 20, 1976 involving the lands included in this plat.

Douglas M. Williams
Douglas M. Williams, Deputy County Treasurer

COUNTY BOARD COMMISSION CERTIFICATE

Approved October 6, 1976 as complying with Section 192 of Act 288, P.A. 1967 and the applicable rules and regulations published by the office in the County of Oakland.

George W. Zim
George W. Zim, Depts. Commissioner

COUNTY ROAD COMMISSION CERTIFICATE

Approved December 28, 1976 as complying with Section 183 of Act 288, P.A. 1967 and the applicable published rules and regulations of the Board of Road Engineers of Oakland County.

Fred L. Harcks
Fred L. Harcks, Chairman

William E. Smith
William E. Smith, Vice Chairman

CERTIFICATE OF MUNICIPAL APPROVAL

I certify that this plat was approved by the Township Board of West Bloomfield Township at a meeting held February 9, 1977 and was reviewed and found to be in compliance with Act 288, P.A. 1967, also adequate survey has been deposited with the Clerk for the placing of monuments and markers within a reasonable length of time, not to exceed one year from the above date. Surety has been posted by insuring the installation of public sewer and public water services. When lot width and area required by Section 186 (4) Act 288 of Public Act 1967 has been verified and conforms with the legally adopted zoning and subdivision control ordinances of the Township of West Bloomfield. Betty Sue DuPree
Betty Sue DuPree, Clerk

COUNTY PLAT BOARD CERTIFICATE

This plat has been reviewed and is approved by the Oakland County Plat Board on February 11, 1977 in compliance with all of the provisions of Act 288, P.A. 1967, and the Plat Board's applicable rules and regulations.

Louise P. Swable Jr., Chairman
Board of Commissioners
C. Hugh Johnson
C. Hugh Johnson, Vice Chairman

Lynn D. Allen
Lynn D. Allen, County Clerk
Register of Deeds

RECORDING CERTIFICATE

State of Michigan) as
County of Oakland)

This plat was received for recording on the 14th day of April, 1977 at 4:26 p.m. o'clock and is recorded in Liber 151 Plat Books on Pages 14 and 15

Lynn D. Allen
LYNN D. ALLEN, REGISTER OF DEEDS

55753

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by PITNEY HOMES OF MICHIGAN CORPORATION, a Michigan Corporation and THE EVENING NEWS ASSOCIATION, a Michigan Corporation collectively hereinafter referred to as

29
28

"Declarant". Whose addresses are 6400 Farmington Road, West Bloomfield, Michigan 48033 and 615 West Lafayette, Detroit, Michigan 48231 respectively.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Township of West Bloomfield, County of Oakland,

State of Michigan, which is more particularly described as:

"FOX RUN GREEN NO. 1 SUBDIVISION" part of the N.E. 1/4 of Section 28, T. 2 N., R. 9 E., West Bloomfield Township, Oakland County, Michigan, comprising Lots 1 thru 44, both inclusive, and one Private Park described as beginning at a point on the East and West 1/4 line of Sec. 28, said point being S 89°22'48" E 35.79 feet from the center of Sec. 28, T. 2 N., R. 9 E., and proceeding thence N 31°28'03" E 1318.54 feet; thence S 79°00'24" E 113.15 feet; thence S 58°15'59" E 63.46 feet; thence N 89°36'55" E 80.00 feet; thence N 69°56'17" E 42.47 feet; thence N 29°24'02" E 34.52 feet; thence N 00°10'44" E 393.91 feet; thence S 89°49'16" E 125.00 feet; thence N 00°10'44" E 23.58 feet; thence S 89°49'16" E 195.00 feet to a point on the West line of Potomac Village No. 1, as recorded in Liber 131, Pages 18, 19, 20; thence along said line S 00°10'44" W 774.25 feet; thence N 88°46'16" W 411.61 feet; thence S 00°10'44" W 775.61 feet to a point on the East and West 1/4 line of Sec. 28, also being the North line of Potomac Village No. 3, as recorded in Liber 142, Pages 16, 17, 18, 19; thence along said line N 89°22'48" W 895.18 feet to the point of beginning.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Fox Run Green Homeowner's Association, Inc.

, its successors and assigns. Said Association shall be incorporated prior to the sale of any of the lots in Fox Run Green No. 1 Subdivision, but in any event within ninety (90) days following the recording of the final plat of Fox Run Green No. 1.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

RECORDED
INDEXED
MAY 10 1978
MICHIGAN
DEPARTMENT OF
TREASURY
DIVISION OF
PROPERTY RECORDS
LIVIA ALLEN
REGISTER OF DEEDS
07/21/88 - 3 AM 9:07

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) operated and maintained owned, by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Cronwell Park of Fox Run Green No. 1 Subdivision, part of the N.E. 1/4 of Section 28, T. 2 N., R. 9 E., West Bloomfield Twp., Oakland County Michigan.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Palte Homes of Michigan Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to ^{all of} the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association ^{*} to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.**

* To adopt reasonable rules and regulations for the use of the common area, including but not limited to, the right to place limitations on the number of guests

Rev. October 1973

** The Declarant reserves the right to grant easements within the Commons Area for the installation, repair and maintenance of water mains, sewers, storm water retention basins, drainage courses and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Commons Area as determined by the Declarant. THIS RIGHT WILL automatically cease upon the recording of the last subdivision which will become subject to this Declaration on or December 31, 1984 which ever is sooner.

57-01

accepted as noted above
No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. General Restrictions.

The following restrictions are hereby placed on all Lots in Fox Run Green No. 1:

(a) Antennae. No exterior antennae shall be erected or maintained on any Lot or improvement thereon in Fox Run Green No. 1, except that each Lot Owner shall be entitled to erect one television antennae on the exterior of his residence for the sole use of the Lot Owner and his family.

(b) Insurance Rates. Nothing shall be done or kept in Fox Run Green No. 1 which will increase the rate of insurance on any Association Property without the approval of the Board, nor shall anything be done or kept in Fox Run Green No. 1 which would result in the cancellation of insurance on any Association Property or which would be in violation of any law.

(c) Lot Divisions. No lot in said subdivision may be divided, provided, however, that the Declarant may approve the division of a vacant lot where a portion of said vacant lot is to be combined with an adjoining lot and which thereafter shall be considered to be a part of said adjoining lot for all purposes including voting rights.

(d) Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee, except such signs as may be used by Declarant in connection with the development of Fox Run Green No. 1 and sale of residences and Lots and except such signs of customary and reasonable dimensions as set forth by the Committee as may be displayed on or from a residence advertising the residence for sale or lease. All signs, except such signs as may be used by Declarant, shall be placed on the exterior of the residence parallel to the exterior wall. Any "For Sale" or "For Lease" signs not more than three (3) feet by two (2) feet, plain white with black block letters, shall not require committee approval.

(e) Animals. No animals of any kind shall be raised, bred or kept, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. A "Reasonable Number" as used in this Section shall ordinarily mean no more than two (2) pets per household, provided, however, that the Association (or the Architectural Committee or such other person or entity as the Association may from time to time designate) may determine that a Reasonable Number in any instance may be more or less.

(f) Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within Fox Run Green No. 1 and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Board of Directors of Fox Run Green Homeowner's Association, Inc.

(g) Exterior Maintenance and Repair. No Improvement upon any property within Fox Run Green No. 1 shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. All other maintenance, repair and upkeep shall be the responsibility of the Owner of the property in need thereof.

(h) Appearance of Lot. No garbage or trash containers may be placed in the front of the property for more than a twenty-four (24) hour period. No wash poles or lines or clothing shall be permitted in front or side yard area. The premises shall be kept free of unsightly weeds and trash at all times, and grass shall not be permitted to exceed six (6) inches in length.

(i) Utilities. All utilities including electric, telephone and television cable lines shall be underground.

(j) Site Maintenance. The area between the right of way line of the street and edge of the curb including the sidewalks, shall be maintained by the abutting property Owner. (Except along the Mile Roads and then this area shall be maintained by the Association.)

(k) Violation of Fox Run Green No. 1 Rules. There shall be no violation of the Fox Run Green No. 1 Rules once adopted by the Board after Notice and Hearing. If any Owner, his family, or any licensee, lessee or invitee violates the Fox Run Green No. 1 Rules, the Board may suspend the right of such person to use the Association properties, under such conditions as the Board may specify, for a period not to exceed thirty (30) days for each violation. Before invoking any suspension, the Board shall give such person Notice and Hearing. In the event any Owner of any Lot shall violate any Fox Run Green No. 1 Rule or regulation which shall result in damage to any part of the Common Area or Improvements thereon, the Board of Directors shall have the right after Notice and Hearing and to the extent allowed by the laws of the State of Michigan to assess the cost of repair of such damages against the Lot of the Owner or Owners responsible for such damage. Such assessment shall be added to and become a part of the Assessment to which such Lot is subject.

(l) Drainage. There shall be no interference with the established drainage pattern over any property within Fox Run Green No. 1 unless adequate provision is made for proper drainage and is approved by the Architectural Committee. For the purposes hereof, "Established Drainage" is defined as the drainage which exists at the time the overall grading of any Association Property is completed, or which is shown on any plans approved by the Architectural Committee. A permanent easement across the Common Area for drainage purposes is hereby granted.

(m) No Hazardous Activities. No activities shall be conducted on any Property and no Improvements constructed on any property which are or might be unsafe or hazardous to any Person or property.

(n) Separate Structures. Any structure erected on the premises other than the dwelling house, shall conform architecturally to the dwelling house and the plans shall be submitted to the Architectural Committee for approval.

(o) Improvements and Alterations. There shall be no excavation or construction or alteration which in any way alters the exterior appearance of any Improvement within Fox Run Green No. 1, nor removal of any Improvement in Fox Run Green No. 1 (other than repairs or rebuilding pursuant to Section 3 (g) hereof) without the prior approval of the Architectural Committee pursuant to Article V hereof.

(p) Residential Use; Rentals. No residence shall be used for any purposes other than single-family residential purposes. Declaration shall not prevent the rental of property within a Residential Area by the Owner thereof for residential purposes, subject to all the provisions of the Fox Run Green No. 1 Restrictions.

(q) Vehicle Storage and Repair. No house trailer, camping trailer, hauling trailer, running gear or boat or accessories thereto, truck or pickup or van or camper van, shall be parked, stored, repaired, or maintained on any Lot except within a private garage. This restriction shall not apply to commercial or other vehicles making business or service calls or deliveries to the residents or Owners of Lots or to the Association or to contractors within the Properties.

(r) Exemption of Declarant. Nothing in the Fox Run Green No. 1 Restrictions shall limit the right of Declarant to complete excavation, grading and construction of Improvements to any property within Fox Run Green No. 1 owned by Declarant, or to alter the foregoing or to construct such additional Improvements as Declarant deems advisable in the course of development of Fox Run Green No. 1 so long as any Lot in Fox Run Green No. 1 remains unsold, or to use any structure in Fox Run Green No. 1 as a model home or real estate sales or leasing office. Declarant need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Declarant on any property in Fox Run Green No. 1 owned by Declarant so long as the Improvement constructed or placed by Declarant does not substantially deviate from the general architectural scheme. The rights of Declarant hereunder and elsewhere in these restrictions may be assigned by Declarant.

Section 4. Easements.

(a) Reciprocal Easements. The Declarant hereby reserves for itself so long as it shall own one or more Lots, and for the Association, without limitation, their successors and assigns, a right of way and easement for maintenance and repair of all Common Area Improvements, and the installation, inspection and replacement of utility lines, including but not limited to, water lines, sewer lines, gas lines, telephone lines, television cable antenna lines and such other utility lines and incidental equipment thereon, over, under and across the Common Area and that portion of any Lot situate between any Lot Improvement and the street adjacent thereto. Declarant or Association shall, except in cases of emergency, furnish to all affected Owners twenty-four (24) hours notice before exercising the rights granted by this Article. Perpetual reciprocal easements for the aforementioned purposes shall exist both for the benefit and burden of all of the Owners.

(b) Easements for Encroachments. If any portion of a Lot Improvement encroaches upon the Common Area, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist provided such encroachments do not exceed one foot within the boundaries of the Common Area and such encroachments do not touch any buildings or interfere with the use or enjoyment of any building or improvement on the Common Area. If any portion of the Common Area encroaches upon a Lot a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Area or the Lot.

(c) Reservation of Easements. Declarant reserves for itself and the purchasers of the existing and additional Fox Run Green No. 1 property the use of the easements set forth in this Article II which are intended to and shall be for the benefit of all Owners, and no reference thereto need be made in any Deed, instrument of conveyance or any other instrument.

(d) Easement for Utilities. The Declarant hereby grants a right of way and easement for utility purposes including, but not limited to, water lines, sewer lines, gas lines, telephone lines, television cable antenna lines and such other utility lines and incidental equipment over, under and across the Common Area. Such utility easements and rights of way shall be binding upon the Declarant and the Association and their respective successors and assigns.

(e) Easement for Additional Common Area.

(i) Declarant expressly reserves the right to enlarge this project in accordance with the provisions of Article VI Section 4. Such addition(s) to this project shall be expressed in and by a duly recorded supplement to this Declaration and supplemental subdivision map, as may be required.

(ii) Each Owner of a Lot subject to this Declaration shall have a non-exclusive easement in common with all other Owners in the project for the use of all of the Common Area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner/of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1984.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Rev. October 1973

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. *

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be FIFTY dollars (\$ 50.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

* The owner further agrees by his acceptance of title to a Lot that the Association shall be vested with the right and power in its own name to take and prosecute all suits which may, in the opinion of the Association, be necessary or advisable for the collection of such delinquent assessments.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.*

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence/as to all Lots on the first day of the month following the conveyance of the ^{withir, the property described on Page 1} ~~the~~ ^{first Lot within such property} ~~Common Area~~. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ⁸ 8 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in

Rev. October 1973 *Assessments on unimproved and improved Lots owned by Declarant shall, notwithstanding anything to the contrary in the preceding sentence, be at a rate equal to twenty-five percent (25%) of the assessment rate applicable to Lots owned by owners other than Declarant. Declarant shall also, however, underwrite any difference between actual expenses of the Association and assessments levied (subject to annual assessment increases of 5%) until Association control passes to Class A Members.

lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

1. No building or other structure including swimming pools, shall be commenced, erected or maintained, nor shall any addition to or change or alteration to any structure be made except interior alterations, until the plan and specifications prepared by a competent architect showing the nature, kind, shape, height, materials, color scheme, location on lots and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Association, and a copy of said plans and Specifications as finally approved, lodged permanently with said Association.

2. No fence, garden wall, patio screen, dog run, pool enclosure, or other similar devices and/or structures shall be permitted until the plans and specifications thereof shall prior to start of construction, first have been submitted in writing to the Association and approved by the Association, provided, however, that in approving any of the plans and specifications of the herein above mentioned devices and/or structures the Association may require suitable screening with adequate shrubs, landscape materials or other modifications. In approving any of the above mentioned devices, in this Paragraph B. 2., the Association shall take into consideration the factors stated in the following paragraph:

A dog run may be approved subject to all the above provided that said dog run is attached to the rear of the main structure, does not extend beyond the side yard building lines of the main structure, and does not exceed 54 inches in height. Patio screens may be approved subject to all of the above provided that said patio screen is attached to the rear of the main structure, does not exceed 6 feet in height, 16 feet in depth and 32 feet in width. In any event, no fence shall be permitted in the front yard or in either side yard except an ornamental fence not exceeding 3 feet in height. The front and side yards shall include all of the areas from the front lot line back to the rear corner of the building closest to each side lot line. Rear yard enclosures on lots adjoining open space or the Commons Area shall not be permitted. The Declarant hereby expressly states its intention to maintain the open character of this residential area, and further expressly states its intention to discourage yard enclosures. A fence will be permitted to be erected around any privately owned swimming pool as a safety precaution or in accordance with ordinances regulating the construction and use of swimming pools.

Swimming pools are considered structures as defined under Paragraph B. 1. hereof. Only "In ground" pools will be approved in the Subdivision. Nonportable, above ground swimming pools will not be permitted. "Above ground" pool is defined as being a swimming pool which projects 18" or more above grade on any side.

Therefore, the following will apply: For aesthetic and safety reasons, no above-ground swimming pools will be allowed in Fox Run Green No. 1 Subdivision. However, children's pools that comply to the following requirements will be considered wading pools and not above ground pools: any pool having a retaining wall no higher than 18" from ground level to the top edge of the retainer, covering no more than 125 square feet of ground surface, being a type that can be readily emptied, not requiring filtering equipment, and being in use only during the period from May 1st through October 1st.

3. The Association shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in its sole opinion for aesthetic or other reasons; and in so passing upon such plans, specification and grading, it shall have the right to take into consideration the suitability of the proposed building or other structure to be built on the site upon which it is proposed to erect the same. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful aesthetic, private residential area, and if a disagreement on the points set forth in this paragraph should arise, the decision of the Association shall control and be binding on all parties.

4. In the event that Association shall have failed to approve or disapprove such plans and location within 10 days after the same shall have been delivered to the Association, however, then such approval will not be required provided the plans and location on the lots conform to these restrictions and any zoning law applicable thereto.

5. In any case, with or without the approval of the Association no dwelling shall be permitted on any lot in the subdivision unless it complies with the existing ordinances of Township of West Bloomfield, as to square footage, height, size, etc.

6. No building on any of said lots shall be erected that is not in full conformance with the setback requirements of the Zoning Ordinance of Township of West Bloomfield.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

(b) Additional land within the area described as:

That part of the North 1/2 of Section 28, West Bloomfield Township, T. 2 N., R. 9 E., Oakland County, Michigan, described as beginning at the center of said Section 28, T. 2 N., R. 9 E., and proceeding thence N 89°51'30" W 658.43 feet; thence N 00°25'46" E 2635.42 feet; thence N 89°37'17" E 663.15 feet; thence N 89°48'07" E 1326.30 feet; thence S 00°10'44" W 1889.25 feet; thence N 88°46'16" W 411.61 feet; thence S 00°10'44" W 775.61 feet; thence N 89°22'48" W 930.97 feet to the point of beginning.

LESS

"FOX RUN GREEN NO. 1 SUBDIVISION" part of the N.E. 1/4 of Section 28, T. 2 N., R. 9 E., West Bloomfield Township, Oakland County, Michigan, comprising Lots 1 thru 44, both inclusive, and one Private Park described as beginning at a point on the East and West 1/4 line of Sec. 28, said point being S 89°22'48" E 35.79 feet from the center of Sec. 28, T. 2 N., R. 9 E., and proceeding thence N 31°28'03" E 1318.54 feet; thence S 79°00'24" E 113.15 feet; thence S 58°15'59" E 63.46

feet; thence N 89°36'55" E 80.00 feet; thence N 69°56'17" E 42.47 feet; thence N 29°24'02" E 34.52 feet; thence N 00°10'44" E 393.91 feet; thence S 89°49'16" E 125.00 feet; thence N 00°10'44" E 23.58 feet; thence S 89°49'16" E 195.00 feet to a point on the West line of Potomac Village No. 1, as recorded in Liber 131, Pages 18, 19, 20; thence along said line S 00°10'44" W 774.25 feet; thence N 88°46'16" W 411.61 feet; thence S 00°10'44" W 775.61 feet to a point on the East and West 1/4 line of Sec. 28, also being the North line of Potomac Village No. 3, as recorded in Liber 142, Pages 16, 17, 18, 19; thence along said line N 89°22'48" W 895.18 feet to the point of beginning.

may be annexed by the Declarant without the consent of members until December 31, 1984, or until Declarant loses voting control of the Association as provided in Article III, whichever shall first occur, and provided that the VA determines that the annexation is in accord with the general plan heretofore approved by it.

Should the Declarant develop or subdivide additional land within the area described above and subject such new development or subdivision to restrictions substantially in the form herein before imposed upon Fox Run Green No. 1 Subdivision, including requirements for the payment of maintenance charges and the requirement for mandatory membership in the Fox Run Green Homeowner's Association, said land may be incorporated with Fox Run Green No. 1 Subdivision in one development for the purpose of the interpretation and enforcement of these restrictions, at the option of the Declarant. Should the Declarant elect to exercise this option, it shall so provide in the Declaration of Restrictions applicable to said new development or subdivision shall be considered to be reciprocal negative easements thus making the restrictions applicable herein enforceable by property owners in the new land and restrictions applicable to said new land enforceable by property owners of Fox Run Green No. 1 Subdivision.

Section 5. FEA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VII

POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Association Duties. The Association shall have the obligation, subject to and in accordance with the Fox Run Green No. 1 Restrictions, to perform each of the following duties for the benefit of the Owners of each Lot within Fox Run Green No. 1.

(a) Association Property. To accept and exercise jurisdiction over all property, real and personal, conveyed free and clear of all liens and encumbrances to the Association by Declarant, including (1) Common Areas, (2) easements for operation and maintenance purposes over any common Areas, and (3) easements for the benefit of Association Members within the Common Areas.

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(b) Title to Property Upon Dissolution. To convey, upon dissolution of the Association, the assets of the Association to an appropriate public agency or agencies to be used for purposes similar to those for which the Association was created, or to a non profit corporation, association, trust or other organization organized and operated for such similar purposes.

(c) Operation of Common Areas. To operate and maintain, or provide for the operation and maintenance of all Common Areas designated by Declarant on the subdivision map or in which it owns easements either for operation and maintenance purposes or for the benefit of Association Members; and to keep all Improvements of whatever purpose from time to time located thereon in good order and repair.

(d) Payment of Taxes. To pay all real property taxes and Assessments levied upon any property conveyed, leased or otherwise transferred to the Association, to the extent not assessed to the Owners thereof. Such taxes and Assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.

(e) Insurance. To obtain and maintain in force at all times the following policies of insurance:

(1) Fire and extended coverage insurance on all Improvements owned by the Association, the amount of such insurance to be not less than eighty percent (80%) of the aggregate full insurable value, meaning actual replacement value exclusive of the cost of excavations, foundations and footings.

(2) Bodily injury liability insurance, with limits of not less than One Hundred Thousand Dollars (\$100,000.00) per person and Three Hundred Thousand Dollars (\$300,000.00) per occurrence, and property damage liability insurance with a deductible of not more than One Thousand Five Hundred Dollars (\$1,500.00) and a limit of not less than Fifty Thousand Dollars (\$50,000.00) per occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured.

(3) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(4) A fidelity bond in the penal amount of Fifteen Thousand Dollars (\$15,000.00) or more, naming the Members of the Board and the Manager, and such other Persons as may be designated by the Board, as principals and the Association as obligee.

(5) Such other insurance, including indemnity and other bonds as the Board shall deem necessary or expedient to carry out the Association functions as set forth in the Fox Run Green No. 1 Restrictions, the Articles and the Bylaws.

The liability insurance referred to above shall name as separately protected insureds, the Association, the Board, the Architectural Committee, and their representatives, Members and employees, with respect to any liability arising out of the maintenance or use of any Association Property. Every policy of insurance obtained by the Association shall contain an express waiver, if available, of any and all rights of subrogation against the Board, the Architectural Committee, and their representatives, Members and employees.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association Properties, enforcement of the Fox Run Green No. 1 Restrictions, or in performing any of the other duties or rights of the Association.

(g) Association Property Services. To pay for water, sewer, garbage, electrical, telephone, gas, maintenance, and gardening service, and other necessary utility or other services for the Association Properties.

(h) Recreational Facilities. To maintain and repair, to the extent deemed advisable by the Board, recreational facilities and all Improvements relating to such facilities.

(i) Contracts. Neither Declarant nor any agent of Declarant shall enter into any contract which would bind the Association or the Board thereof for a period in excess of One (1) year, unless reasonable cancellation provisions are included in such contract.

(J) Rule Making. To make, establish, promulgate, amend and repeal the Fox Run Green No. 1 Rules.

(K) Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by the Fox Run Green No. 1 Restrictions, as may be reasonably necessary to enforce any of the provisions of the Fox Run Green No. 1 Restrictions and the Architectural Committee Rules.

(I) Other. To carry out the duties of the Association set forth in an Agreement for plan subdivision option made between the Declarant and West Bloomfield Twp., dated February 23, 1977, and recorded in Liber 6854, Pages 874 through 881, Oakland County Records, and in the Fox Run Green No. 1 Restrictions, the Articles and the Bylaws.

Section 2. Rules. The Board may adopt such rules as it deems proper for the use and occupancy of the Association Property. A copy of said rules, as they may from time to time be adopted, amended or repealed, must be mailed or otherwise delivered to each Owner, and may, but need not be, Recorded. Upon such mailing, delivery or Recordation, said rules shall have the same force and effect as if they were set forth in and were a part of the Fox Run Green No. 1 Restrictions. In addition, as to any Owner having actual knowledge of any given rules, such rules shall have the same full force and effect and may be enforced against such Owner.

Section 3. Liability of Board Members and Manager. Neither any Member of the Board nor the Manager shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account or any act or omission of the Association, the Board, the Manager or any other representatives or employees of the Association, or the Architectural Committee, provided that such Board Member, or the Manager has, upon the basis of such information as may be possessed by him, acted in a reasonable and prudent manner. Nothing contained herein shall be construed to limit the liability of the Association.

INWITNESS WHEREOF, the undersigned, being the Declarants herein, have hereto set their hands and seals this 10th day of February, 1977.

WITNESSES:

Patti A. Balliet
Patti A. Balliet
Kathleen E. Muyskens
Kathleen E. Muyskens

Declarant
PULTE HOMES OF MICHIGAN CORPORATION,
a Michigan Corporation

By William J. Pulte
William J. Pulte, President

Declarant
THE EVENING NEWS ASSOCIATION
a Michigan Corporation

By Richard M. Spitzley
Richard M. Spitzley, Jr. V.P.
By V.L. Hauman
V.L. Hauman, V.P. Finance & Control

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 31st day of January, 1976, by William J. Pulte, President of PULTE HOMES OF MICHIGAN CORPORATION, a Michigan Corporation on behalf of the said corporation.

My commission expires
11/12/80

Patti A. Balliet
Patti A. Balliet
Notary Public
Oakland County, Michigan

STATE OF MICHIGAN)
COUNTY OF Angued)

The foregoing instrument was acknowledged before me this 10th day of February, 1976, by Richard M. Spitzley and V.L. Hauman who are the V.P. and V.P. Finance & Control respectively of THE EVENING NEWS ASSOCIATION, a Michigan Corporation on behalf of the said corporation.

Rachel C. Woods
My Commission Expires
My Commission Expires Jan. 7, 1978

Rachel C. Woods
Notary Public
Angued County, Michigan

DRAFTED BY:
WILLIAM J. PULTE
6900 FARMINGTON RD.
W. BLOOMFIELD MICH. 48033

RETURN TO:
W. J. PULTE
SAME

LINE 8801 PAGE 874

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7/2

WEST BLOOMFIELD TOWNSHIP
AGREEMENT FOR PLANNED SUBDIVISION OPTION
FOX RUN GREEN SUBDIVISION

THIS AGREEMENT is made this 23rd day of February,
19 77, by and between the TOWNSHIP OF WEST BLOOMFIELD, Oakland
County, Michigan, herein called the "Township," 4460 Orchard Lake Road,
West Bloomfield, Michigan, and PULTE HOMES OF MICHIGAN CORPORATION,
a Michigan corporation, 6400 Farmington Road, West Bloomfield, Michigan
48013, herein called the "Developer", and THE EVENING NEWS ASSOCIATION, a
Michigan corporation, 615 West Lafayette, Detroit, Michigan 48231, herein called
"Seller," who is selling the property to the Developer.

WITNESSETH:

WHEREAS, the Developer is purchasing from Seller land located in the
Township of West Bloomfield, County of Oakland, State of Michigan, described
as follows:

See Exhibit "A" which is attached hereto, incorporated
herein and made a part hereof.

WHEREAS, Section 1501, Planned Subdivision Option, of the Township of
West Bloomfield Zoning Ordinance provides an optional method for the development
of a subdivision with areas to be set aside for the benefit of lot owners therein while
maintaining the maximum density requirements of the Zoning Ordinance, and

WHEREAS, the Developer wishes to develop the hereinabove described
property under the provisions of said Section 1501, Planned Subdivision Option,
such property to be subdivided and known as Fox Run Green No. 1 Subdivision
and subsequent additions, and,

WHEREAS, the Developer applied for approval under Section 1501, Planned
Subdivision Option for said Fox Run Green No. 1 Subdivision and subsequent
additions at the time of the submission of the proposed plat and tentative approval

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has been granted by the Township Board of the Township as to the tentative plat and general plan of development, and

WHEREAS, the Developer wishes at this time to obtain approval of the final plat of Fox Run Green No. 1 Subdivision, and

WHEREAS, it is now desirable that the Developer and the Township enter into a binding contract relative to the details of development of said Subdivision,

NOW THEREFORE, in consideration of the approval of the Township Board of the Township of the final plat of Fox Run Green No. 1 Subdivision and of the mutual promises contained herein, the parties hereto agree as follows:

1. The Developer hereby dedicates and conveys to each lot owner of a lot in Fox Run Green No. 1 Subdivision and subsequent additions, a right and easement of enjoyment in and to Fox Run Green Park and Cromwell Park of Fox Run Green No. 1 Subdivision and subsequent additions, hereinafter referred to as "Park Area" and hereby covenants for itself, its heirs and assigns that it will convey fee simple title to the Park Area to the Association hereinafter described, free and clear of all encumbrances and liens, prior to the conveyance of the first lot in Fox Run Green No. 1 Subdivision, and Seller acquiesces thereto.

2. Reference to this Agreement, and to the liber and page on which it is recorded, shall be included in the final plat of Fox Run Green No. 1 Subdivision and subsequent additions thereto or said reference shall be included in the subdivision restrictions and made a part thereof.

3. Title to the Park Area shall be vested in the Association hereinafter described as Trustee for the benefit of the lot owners and subject to the right and easement of enjoyment in and to such Park Area by the lot owners. Such easement shall not be personal but shall be considered to be appurtenant to said lots, which easement shall pass with the title to said lots whether specifically set forth in deeds to the lots or not.

4. Control and jurisdiction over the Park Area shall be vested in the Association of said lot owners to be known as the Fox Run Green Homeowner's Association and referred to herein as the "Association". Such Association shall

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be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan. Such Association shall be incorporated prior to the sale of any of the lots in Fox Run Green No. 1 Subdivision, but in any event within ninety (90) days following the recording of the final plat of Fox Run Green No. 1. Membership in the Association shall be mandatory for each home buyer and any successive owner of residential lots in Fox Run Green No. 1 and subsequent additions. The Association shall be responsible for the proper maintenance of the open spaces and for compliance with this Agreement. The By-Laws of the Association shall provide for a Board of Directors of not less than five (5) members nor more than fifteen (15) members, provided that such Board of Directors may be appointed by the Developer until such time as not more than eighty (80%) percent of the residential lots in said Fox Run Green No. 1 Subdivision and subsequent additions shall have been sold by the Developer. Thereafter the Board of Directors shall be elected by the lot owners. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Park Area, which regulations shall be binding upon the lot owners.

5. Park Area may be used for the following purposes:

Recreation of the residents and their families consistent with the development plan as approved by the Township and drainage and/or retention area as approved by the Township.

6. All residents of Fox Run Green No. 1 and subsequent additions and guests accompanying said residents shall have equal access to the Park Area.

7. In the event that the Association shall at any time fail to maintain the Park Area in reasonable order and condition, the Township may serve written notice upon the Association or upon said lot owners and shall serve notice upon Seller, as long as it shall be the holder of title of record to any lot in Fox Run Green No. 1 and subsequent additions, setting forth the manner in which the Association has failed to maintain the Park Area in reasonable condition and said notice shall include demand that deficiencies of maintenance be cured within thirty (30) days thereof

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and, further, shall state the date and place of a hearing thereon before the Township Board or such other Board, body or official to whom the Township Board shall delegate such responsibility, which shall be held within fourteen (14) days of the notice. At such hearing the Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within which the deficiencies shall be cured. If the deficiencies set forth in the original notice or in the modifications thereof shall not be cured within said thirty (30) days or any extension thereof, the Township, in order to preserve the taxable values of the properties within Fox Run Green No. 1 and subsequent additions and to prevent the Park Area from becoming a public nuisance, may enter upon said Park Area and maintain the same for a period of one (1) year. Said maintenance by the Township shall not constitute a taking of the Park Area nor vest in the public any right to use the same. Before the expiration of the said year the Township shall, upon its own initiative or upon the request of the Association, call a public hearing upon notice to the Association and to the residents of Fox Run Green No. 1 and subsequent additions at which hearing such Association or the residents of the Subdivision shall show cause why such maintenance by the Township shall not, at the election of the Township, continue for a succeeding year. If the Township shall determine that the Association is ready and able to maintain the Park Area in reasonable condition, the Township shall cease to maintain the Park Area at the end of said year. If the Township shall determine that the Association is not ready and able to maintain the Park Area in a reasonable condition the Township may, in its discretion, continue to maintain said Park Area during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter. The cost of such maintenance by the Township shall be assessed equally against the properties within Fox Run Green No. 1 and subsequent additions and shall become a lien on said property. The Township at the time of entering upon said Park Area for the purpose of maintenance shall file a notice of lien in the office of the Register of Deeds of the County of Oakland upon the properties affected by the

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lien within Fox Run Green No. 1 and subsequent additions.

8. Notwithstanding any other provision of this Agreement, the Developer reserves the right to grant easements within the Park Area for the installation, repair and maintenance of water mains, sewers, drainage courses and other public utilities, subject to the approval of the Township, provided that such utilities shall be installed in such manner as to minimize damage to the natural feature of the Park Area.

9. Additional uses for the Park Area may be established if approved in writing by not less than fifty-one (51%) percent of said lot owners and thereafter ratified by the West Bloomfield Township Board.

10. The Developer has submitted to the Township a certain declaration of restrictions which have been approved by the Township and which shall be recorded and together with this Agreement shall constitute restrictions running with the land and applicable to said Fox Run Green No. 1 and subsequent additions. Restrictions applicable to Fox Run Green #2 and subsequent additions shall be submitted at time of submission of final plat of those subdivisions.

11. The Developer hereby consents that taxes assessed against the Park Area may be prorated among the residential lot owners and billed as part of the taxes assessed to the individual lots.

12. The parties hereto make this Agreement on behalf of themselves, their heirs, successors and assigns and hereby warrant that they have the authority and capacity to make this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at the Township of West Bloomfield, Oakland County, Michigan, on the date above.

Signed by:

PULTE HOMES OF MICHIGAN CORPORATION,
a Michigan corporation - Developer

By William J. Pulte
William J. Pulte, Vice President

By Ronald E. Smith
Ronald E. Smith, President

[Signature]
[Signature]
[Signature]

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THE EVENING NEWS ASSOCIATION, a Michigan corporation - Seller

Witnessed by:

Mary Ann Hamilton
MARY ANN HAMILTON

By Richard M. Spitzer
Richard M. Spitzer, J. D.

By V. P. Hanna
V. P. Hanna
V.P. Finance & Control

WEST BLOOMFIELD TOWNSHIP, a Michigan municipal corporation

Witnessed by:

Helen Toomey
Helen Toomey
Anna M. Rau
Anna M. Rau

By John N. Doherty
John N. Doherty, Supervisor

By Betty Sue Dupree
Betty Sue Dupree, Clerk

STATE OF MICHIGAN)
COUNTY OF Oakland)SS

The foregoing instrument was acknowledged before me this 14th day of February, 1977, by William J. Pulte its Vice President and Ronald G. Smith its President of Pulte Homes of Michigan Corporation, a Michigan corporation, on behalf of the corporation.

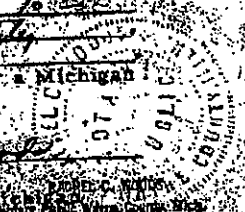
Maureen E. Smith
Notary Public Maureen E. Smith
Oakland County, Michigan

My Commission Expires 10-8-79

STATE OF MICHIGAN)
COUNTY OF Wayne)SS

The foregoing instrument was acknowledged before me this 10th day of February, 1977, by Richard C. Smith its Vice President of The Evening News Association, a Michigan corporation, on behalf of the corporation.

Richard C. Smith
Notary Public
Wayne County, Michigan
My Commission Expires 1-1-78



LIBEL 6854 REC 880

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23rd day of February, 1977, by John N. Doherty, Supervisor, and Betty Sue Dupree, Clerk, of West Bloomfield Township, a Michigan Municipal corporation, on behalf of said corporation.

Anna M. Rau

Notary Public
Oakland County, Michigan ANNA M. RAU
Notary Public, Oakland County, Mich.
My Commission Expires ~~My Commission expires 3-30-78~~

DRAFTED BY:
WILLIAM J. PULTE
6400 FARMINGTON RD.
W. BLOOMFIELD, MI 48053

RETURN TO:
W. J. PULTE
SAME

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EXHIBIT A

LEGAL DESCRIPTION:

That part of the North 1/2 of Section 28, West Bloomfield Twp., T. 2 N., R. 9 E., Oakland County, Michigan, described as beginning at the center of said Section 28, T. 2 N., R. 9 E., and proceeding thence North 89 degrees 51 minutes 30 seconds West 558.43 feet; thence North 00 degrees 25 minutes 46 seconds East 2635.42 feet; thence North 89 degrees 37 minutes 17 seconds East 663.15 feet; thence North 89 degrees 48 minutes 07 seconds East 1326.30 feet; thence South 00 degrees 10 minutes 44 seconds West 1889.25 feet; thence North 88 degrees 46 minutes 16 seconds West 411.61 feet; thence South 00 degrees 10 minutes 44 seconds West 775.61 feet; thence South 89 degrees 22 minutes 48 seconds East 930.97 feet to the point of beginning. Containing 114.10 acres and to include 276 lots and 2 park areas.

RECORDED
DEAN AND COUNTY REGISTER
OF DEEDS MICHIGAN
1/17 FEB 25 PM 4:54
LYNN S. ALLEN
CLERK-REGISTER OF DEEDS